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The Solicitors' Journal

and Weekly Reporter.

(ESTABLISHED IN 1857.)

LONDON, OCTOBER 3, 1914.

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Current Topics.

Payments for the Benefit of an Enemy.

THE TRADING with the Enemy Proclamation, No. 2 (*ante*, p. 827), contains in clause 5 (1) a prohibition against paying any sum of money to or for the benefit of an enemy. This appears to have been found to be a counsel of perfection, impracticable of fulfilment, but provision for relaxing its stringency was made by clause 8, which saves from the prohibition anything expressly permitted by licence given by a Secretary of State or the Board of Trade. We print elsewhere three licences granted under this clause which authorize respectively (1) certain payments and exchange transactions for the benefit of persons resident in an enemy country; (2) payment to the ship's agent of freight and other charges by British owners of cargo lying in a neutral port on an enemy ship when necessary for getting possession of the cargo; and (3) fees necessary for obtaining the grant or renewal of patents and trade-marks in an enemy country, and also similar fees necessary to be paid by an enemy in this country. The scope of the two last classes of payments is defined by their subject matter. As regards payments under the first licence, these may only be made, and exchange transactions carried out, by persons empowered for the purpose by the Treasury. Perhaps the licence is intended to enable some general settlement of mercantile accounts to be effected; it does not seem to be adapted to payments to individuals.

The New Moratorium Proclamation.

WE PRINT elsewhere the new Moratorium Proclamation which has been issued in accordance with the official statement to which we referred last week. It has to be read in connection with the General Proclamations of the 6th of August, the 12th of August, and the 3rd of September (*ante*, pp. 769, 785, 819), which are referred to in it as the first, second, and third General Proclamations; for shortness we refer to them as No. 1, No. 2, and No. 3; and with the original Proclamation of the 2nd of August (*ante*, p. 758), which applied only to bills of exchange not payable on demand, and is referred to as the Bills (Re-acceptance) Proclamation. So far as regards contracts generally, the present Proclamation follows the scheme of No. 3, and speaking generally, it gives a further extension from the 4th of October to the 4th of November; but, as is pointed out in two letters on No. 3 which we print elsewhere, no such effect would follow from a literal reading. As to No. 2, it may be noticed that it brings in bills of exchange which have not been re-accepted, but does not touch the period of postponement.

The Operation of the Extension Proclamations.

IN ORDER to attempt to understand the matter it is necessary to state the effect of No. 1. The contract must have been made before the 4th of August, and it is assumed in No. 1 that a payment becomes due either (1) before the 6th of August (the date of the Proclamation), or (2) between then and the 4th of September. The payment is postponed for a month from the original due date or till the 4th of September, whichever is later. Thus a payment which fell due on the 13th of July was postponed till the 4th of September; and a payment which fell due on the 13th of August was postponed till the 13th of September. Then came No. 3, which made No. 1 apply to payments which became due on or after the 4th of September and before the 4th of October (whether they became due by virtue of No. 1 or otherwise), in like manner as it applied to payments which became due after the 6th of August and before the 4th of September. We have already (*ante*, p. 824) pointed out that this applied to two classes of payments: (1) those which were originally due before the 4th of September and had been postponed by No. 1 to the 4th of September or later, such as the sums above specified which were postponed to the 4th or 13th of September; and (2) those which first fell due after the 4th of September. The latter were brought in by the word "otherwise." Now No. 3 said that No. 1 should apply to these in the same manner as to payments which became due after the 6th of August and before the 4th of September; that is, they were postponed for a calendar month after the day on which they "originally" became due. The alternative period, it will be seen, is not required. Apart from the word "originally," this would be, in the cases we have taken, the 4th of October or the 13th of October. Our correspondents point out that this cannot be so, because No. 1 only gives a postponement from the original day of payment, and the Proclamations do not alter that day. Hence, since the original dates were the 13th of July and the 13th of August, the postponement is still to the 4th of September in the one case and the 13th of September in the other, and No. 3 is thus ineffective.

The Limit of the New Extension.

NO DOUBT the word "originally" does cause a difficulty, and to be accurate No. 3 should have said that the postponed date of payment was to be treated for the purpose of the Proclamations as the original date. This, however, has not been done, and to give any effect to No. 3 the omission must be supplied. In the examples we have given, the "original" dates of payment must be shifted on, so as to become the 4th of September and the 13th of September, and No. 3 postponed them further to the 4th of October and the 13th of October; and by virtue of the new Proclamation these are now postponed to the 4th of November and the 13th of November respectively. The effect is that: (1) payments which first became due before the 4th of August are now postponed till the 4th of November; (2) payments which became due between the 4th of August and the 4th of September are postponed for three months from the (true) original date; (3) those which became due between the 4th of September and the 4th of October are postponed for two months; and (4) those which became due on or after the 4th of October and before the 4th of November are postponed for one month. Taking the above examples, a payment which became due on the 13th of July will now be due on the 4th of November; and a payment which became due on the 13th of August will now be due on the 13th of November. This seems to be so, though the draftsman of the Proclamations has not set his readers an easy task. But in each of the first three classes there have been already one or more postponements, and where the debt carries interest the benefit of the new postponement depends on payment of interest to date within three days of the last postponed date; i.e., in the case of an interest-bearing debt which has been postponed to the 13th of October, interest must be paid up to 13th of October by the 16th of October. Moreover, the new postponement does not apply to rent or to retail traders' accounts. As regards the latter, that is, it excludes *Jupp v. Whitaker* (*ante*, p. 818).

The Moratorium and Bills of Exchange.

THE ORIGINAL Proclamation (*ante*, p. 758) is to continue to apply to bills of exchange accepted before the 4th of August and falling due after the 3rd of October; that is, on re-acceptance they obtain a month's postponement; but in case they are not re-accepted, they are withdrawn from paragraph (a) of No. 2; and, unless re-acceptance has been expressly refused, they get the additional month without further formality, interest being added to the amount of the bill. In the case of bills which fell due before the 4th of October and which have been already postponed, a further fourteen days is allowed from presentation. These further postponements of bills of exchange are a departure from the scheme of which notice had been given and which we outlined last week. It should be added that the present extension of the moratorium is intended to be final.

The United States Arbitration Treaties.

IT IS very satisfactory to learn that the United States Senate has ratified the new arbitration treaties with Great Britain, France and Spain. The object of the treaties is to establish a year—what Mr. BRYAN calls a "cooling-off period"—between the arising of any dispute and an appeal to arms. This results from the provision that the disputes must be referred to a joint international commission who will have a year in which to make their report. The commission is to be a permanent body of five—a separate commission, of course, in the case of each Power contracting with the United States. One member will be nominated by each of the two Powers from its own subjects; one will be nominated by each from the subjects of a third Power; and the fifth will also be chosen from a third Power, but by the two signatory Powers jointly. The report of the commission will not bind anyone. The Powers reserve the right to act independently after the report has been issued, and either, if it chooses, may then have recourse to war. The scheme, therefore, is inferior to an arbitration treaty such as would subject to arbitration all disputes of every nature, including those affecting honour or vital interests; on the other hand, it has the two advantages that the issue involved must be ascertained with sufficient clearness for it to be submitted to the commission, and that then the two Governments and their peoples will have a year to reflect whether they wish to go to war.

The Value of a Cooling-off Period.

IT IS natural to compare the scheme of these arbitration treaties with the hurried negotiations which in the last days of July and the first of August suddenly terminated in the present catastrophe. The whole matter is set out with such startling clearness in the famous White Book that it is worth while to trace it there. We have the spectacle of the diplomatists in the capitals of the six great Powers straining every nerve to arrive at a pacific solution before the march of armies had taken the result out of their hands. All through, the cry of the diplomatists is for time, from the Austrian note to Serbia to the declaration of war by Germany; but the fear of being outstripped in military preparations hurries on the fatal event with unrelenting certainty. The book is sufficiently well known for us to refer to the documents by their numbers. When the Serbian reply is received Sir EDWARD GREY hopes it will "be treated as a basis for discussion and pause" (No. 46, 27th July). On the next day (No. 74) Sir M. DE BUNSEN telegraphs from Vienna, "So long as opposing armies have not actually come in contact, all hope need not be abandoned." On the 29th (No. 89) Sir EDWARD GREY is telling Sir EDWARD GOSCHEN at Berlin that if Great Britain intervenes, the decision will have to be very rapid, just as the decision of other Powers had to be; but on the same day (No. 90) the German ambassador in London is saying "emphatically that some means must be found of preserving the peace of Europe." On the 30th (No. 98) the German Foreign Secretary is telling Sir EDWARD GOSCHEN that military preparations must be begun, otherwise Germany would be too late. On the same day (No. 99) a like story comes from Paris. France is pacific, but must mobilize so as not to be taken unawares. On the 31st, in view of the military measures of Russia against Germany, the latter cannot remain quiet (No. 108); she must prepare for all emergencies (No. 112). On the same

day (No. 113) our ambassador at St. Petersburg telegraphs: "Russia has reason to believe that Germany is making active military preparations, and she cannot afford to let her get a start." And then, to close the list, on the 1st of August (No. 131) Sir EDWARD GREY telegraphs to Sir EDWARD GOSCHEN:—"I still believe it might be possible to secure peace if only a little respite in time can be gained before any Great Power begins war." Through all history these documents will be a record of the straining earnestness of statesmen and diplomatists to secure peace, if only time can be granted; of the refusal of the Continental military authorities to grant time lest they might be anticipated by their opponents. We have never seen reason to alter the opinion we expressed on the outbreak of the war, that it was a colossal crime for which the German Emperor, who could have stopped it, was ultimately responsible, a crime which has brought innumerable others in its wake. Mediation, said Sir EDWARD GREY, on the 29th of July (No. 84), might come if only Germany would "press the button" in the interests of peace. The whole story is a startling commentary upon the want of a "cooling-off period," though whether, considering all we now know, such a period has ever yet been practicable in Europe is another matter. The ratification of the present treaties in the midst of the European welter is at least a hopeful sign.

Rescued Sailors at Neutral Ports.

THE RELEASE by the Dutch authorities of the sailors rescued by Dutch merchant ships from the British cruisers sunk last week, and taken to Holland, raises a somewhat nice question as to the meaning of Article 15 of Convention X (The Geneva Convention and Maritime Warfare) of the Hague Peace Conference, 1907. The object of the convention is to adapt the principles of the Geneva Convention of 1864 to maritime warfare, and Article 15 provides as follows:—

The shipwrecked, wounded, or sick, who are landed at a neutral port with the consent of the local authorities, must, in default of arrangement to the contrary between the neutral state and the belligerent states, be guarded by the neutral state so as to prevent them from again taking part in the operations of the war.

The expenses of tending them in hospital, and internment, shall be borne by the state to which the shipwrecked, wounded or sick persons belong.

At the Conference of 1899 the corresponding article was carried only by a bare majority, and Great Britain, Germany, the United States, and Italy excluded it on signing the treaty. Hence, in the ratifications, it was for the sake of uniformity excluded altogether. But at the Conference of 1907 its restoration was proposed by the French delegate and accepted. The Dutch Government appears to have construed it as referring only to sailors landed by a belligerent warship, but if this was the intention of the Conference it is not expressly stated. No restriction is placed on the manner in which the shipwrecked or wounded sailors are to be landed, and the article might not unreasonably be held to apply to all belligerent sailors who are shipwrecked, wounded, or sick in the course of the war, by whatever means they are brought to the neutral port, at any rate, if they are brought straight from the scene of disaster. Still, it is quite possible that rescue by a neutral ship should put them outside the article so as to save them from internment, and it is fortunate that the advisers of the Dutch Government have taken this liberal view.

The Moratorium and Discount.

IT APPEARS from a letter to the *Times* of the 28th ult. that the Treasury have given an opinion as to the effect of the moratorium on the allowance of discount for cash payments. They state that the postponement of the debt does not seem to cover also the date which governs the allowance of discount, and therefore the right to the allowance of discount is forfeited, notwithstanding the moratorium, when the date governing the allowance is past without payment of the debt. Having regard to the nature of the moratorium and the object of discount this is no doubt correct. Under an arrangement for discount a purchaser has the option of either taking credit or purchasing the goods at a cheaper rate. The mora-

torium allows him to extend the period of credit, but it does not prohibit him from paying cash; and whether under the voluntary system of credit, or the compulsory system of the moratorium, he must equally earn the benefit of cheaper rates by waiving the credit and paying cash.

Prize Law.

IV.

6. *Contraband (continued).*—In relation to the articles to be treated in the present war as absolute and conditional contraband it should be noticed that the German and Austro-Hungarian Governments have notified their intention to adhere to the lists contained in Articles 22 and 24 of the Declaration of London (*ante*, p. 839). Thus the practice of Great Britain and these two belligerents will be the same except that Great Britain treats aeroplanes and airships and their accessories as absolute instead of conditional contraband, and treats copper and iron ores and certain other articles as conditional contraband and not free. The latter variation appears to have caused alarm in Sweden.

Destination as the Test of Contraband.—But goods found on a neutral ship are not contraband merely because they are found in the absolute contraband list. There is nothing to prevent neutrals from trading between themselves in the munitions of war. Particular goods, although suitable to be absolute contraband, are not so in fact unless they are destined for the use of the enemy. This is stated by Article 30 of the Declaration of London as follows:—

Absolute contraband is liable to capture if it is shewn to be destined to territory belonging to or occupied by the enemy, or to the armed forces of the enemy. It is immaterial whether the carriage of the goods is direct, or entails transshipment or a subsequent transport by land.

The proof of this destination is complete, (1) when the goods are documented for discharge in an enemy port, or for delivery to the armed forces of the enemy; and (2) when the ship's only or first port of call is an enemy port; and the ship's papers are conclusive as to her voyage, unless she has deviated in a manner which cannot be satisfactorily explained (Articles 31, 32). But the word "conclusive" as used here, and in the similar provision of Article 35 as to conditional contraband, is not, so the Report of the Drafting Committee points out, to be taken literally. It assumes the ship's papers to be correct, and it does not exclude proof that they are fraudulent. That report, indeed, was adopted by the Conference, and is recognized by the recent Order in Council (*ante*, p. 799), as a guide to the meaning of the Declaration—a somewhat singular instance of the precise language of a legal document being overruled by a statement of the intentions of the draftsmen. Goods are liable to capture as conditional contraband if they are within the conditional contraband list, and if they are "shewn to be destined for the use of the armed forces or of a government department of the enemy state, unless in this latter case the circumstances shew that the goods cannot, in fact, be used for the war in progress." (Article 33).

Thus, as regards both absolute and conditional contraband, the important question is the destination; and it is the difference of destination which marks the difference between absolute and conditional contraband. In absolute contraband it is sufficient if the destination is the enemy's territory; in conditional contraband this is not sufficient, and goods destined to the enemy territory must also be shewn to be destined for the use of the armed forces or a government department of the enemy. The effect is, of course, to exempt articles in the conditional contraband list which are destined for the use of the civil population in the enemy's country, and it may be noticed that the inclusion of foodstuffs as contraband was made to depend on the same test in *The Yonge Margaretha* (1799, 1 Ch. Rob. 189). The civil population can only be affected by the exclusion of supplies by blockade: see *The Peterhoff* (1866, 72 U.S. Rep. (5 Wall) 28, 59).

Certain tests as to the destination of conditional contraband are laid down by Article 34 of the Declaration of London, which,

so far as is material, is in the French and English versions as follows:—

Il y a présomption de la destination prévue à l'article 33, si l'envoi est adressé aux autorités ennemies, ou à un commerçant établi en pays ennemi et lorsqu'il est notoire que ce commerçant fournit à l'ennemi des objets et matériaux de cette nature.

The destination referred to in Article 33 is presumed to exist if the goods are consigned to enemy authorities, or to a contractor established in the enemy country who as a matter of common knowledge, supplies articles of this kind to the enemy.

And there is the same presumption if the goods are consigned to a fortified place of the enemy, or a place serving as a base for his forces.

When the Declaration was under consideration in this country, a good deal of alarm was felt at the possible application of this article, and it was feared that it might render contraband any articles supplied by traders for the enemy population. This was suggested by the word *commerçant*, which is more properly translated trader or merchant generally than contractor, and by the omission expressly to restrict "ennemi" to the enemy government. The real meaning is given in the report referred to above, which says:—"It may be an enemy authority or a trader established in an enemy country who, as a matter of common knowledge, supplies the enemy government with articles of the kind in question." And Mr. McKenna on the 29th of March, 1909, and Sir EDWARD GREY on the 6th of April, 1909 (*Hansard*, vol. 3, 5th series, pp. 35, 1122), when pressed in Parliament to have the meaning of Article 34 made clear, relied on this statement, and on the obvious dependence of the article on Article 33, as shewing that it was necessarily confined to the supply of goods to the enemy government. "It is made clear," said Sir EDWARD GREY, "both by Article 33, on which Article 34 is dependent, and by the general official report of the Conference, that the word 'ennemi' in Article 34 can only mean enemy government," and he added that it was intended, to make a declaration, at the time of ratification, that the word had this meaning.

In view of these circumstances it is important to notice the modification of the Declaration of London introduced by the Order in Council of the 20th of August (*ante*, p. 799). It runs as follows:—

(3) The destination referred to in Article 33 may be inferred from any sufficient evidence, and (in addition to the presumption laid down in Article 34) shall be presumed to exist if the goods are consigned to or for an agent of the enemy state, or to or for a merchant or other person under the control of the authorities of the enemy state.

It will be seen that this does not make the addition to Article 34 referred to by Sir EDWARD GREY. What it purports to do is to adopt Article 34 as it stands and to extend it. But in view of the emphatic statements in Parliament as to the meaning of the article, it seems to be immaterial that the promised words have not been introduced. The present Order in Council only governs British practice, and, so far as Great Britain is concerned, "enemy" as used in the article refers only to the enemy government. Hence, under the article as it stands, foodstuffs supplied to private merchants for sale to the civil population are not contraband. The addition now made is, we presume, not intended to interfere with this rule, but only to make it clearer that articles in the conditional contraband list shall not be allowed to reach the enemy government. This is done by adding to "contractors in the enemy country who as a matter of notoriety supply the enemy" two other classes, namely, "agents of the enemy state," and "merchants or other persons under the control of the authorities of the enemy state." The latter words are, perhaps, not well chosen to secure the end in view. Every German merchant is under the control of the German Government, and if the words are taken literally, they would forbid all importation of foodstuffs into Germany and make them absolute contraband. This is an impossible construction, and the words in question must be confined to merchants who are directly under the control of the German Government; they do not apply to those who are under its general control as subjects.

Thus, Article 34, as modified by the Order in Council, is still dependent on Article 33, and only states more clearly when goods must be deemed to be destined for the enemy forces or government.

Continuous Voyages.—It would frequently be easy to save goods from being contraband if they could first be carried from one neutral port to another contiguous to the enemy, and then transhipped or transported by land to the enemy's country; but the former device is prevented by the doctrine of continuous voyages (*The William*, 1806, 5 Ch. Rob. 385), and the latter by that of continuous transports (*The Peterhoff*, 1866, 72 U. S. Rep. (5 Wall.) 23, 59; *Seymour v. London and Provincial Insurance Co.*, 1872, 41 L. J. C. P. 1913, which also arose from the capture of *The Peterhoff* while carrying a cargo of military stores from London to the Mexican port of Matamoros for transport thence to the Confederate forces; and see *Oppenheim*, 2nd ed., vol. II., pp. 499 *et seq.*). It is needless to discuss the scope of these doctrines since they have been defined by the Declaration of London. Thus for absolute contraband it is only necessary to shew that it is destined to the enemy's territory or for his forces; transshipment or subsequent transport is immaterial (Article 30, *supra*). Here the doctrines both of continuous voyages and continuous transports are recognized; it is the ultimate destination which determines the liability of the goods; and this is made still clearer by the Report of the Drafting Committee: "The very principle of continuous voyage, as regards absolute contraband, is established by Article 30. The journey made by the goods is regarded as a whole."

On the other hand, these doctrines are excluded for conditional contraband by Article 35, the first part of which is as follows:—

"Conditional contraband is not liable to capture, except where found on board a vessel bound for territory belonging to or occupied by the enemy, or for the armed forces of the enemy, and when it is not to be discharged in an intervening neutral port."

The report by the Drafting Committee makes it quite clear that this is intended to distinguish conditional from absolute contraband. The doctrine of continuous voyage, it says, is excluded for conditional contraband by Article 35, and subsequently: "As soon as the goods are documented for discharge in a neutral port they can no longer be contraband, and no examination will be made as to whether they are to be forwarded to the enemy by sea or land from that neutral port. It is here that the case of absolute contraband is essentially different."

The British Government have not, however, acceded to Article 35 in adopting the Declaration of London for the present war, and the Order in Council contains the following clause:—

(5) Notwithstanding the provision of Article 35 of the said Declaration, conditional contraband, if shewn to have the destination referred to in Article 33, is liable to capture to whatever port the vessel is bound, and at whatever port the cargo is to be discharged.

The effect is to make the ultimate destination the test for conditional as well as absolute contraband, and thus to render conditional contraband subject to the doctrines of continuous voyages and continuous transports. This departure from the Declaration of London is now the object of keen discussion in the United States, and, though Great Britain cannot interfere with food supplies shipped to Holland for the German civil population, it is likely to have in practice a prejudicial effect on American commerce.

Penalty for Carrying Contraband.—The penalty for carrying contraband has been the subject of great diversity of practice. *Prima facie* it is only the contraband goods themselves that can be confiscated; but claims have been made and enforced, at various times and by various countries, to confiscate other goods of the same owner; the ship itself if belonging to the owner of the contraband; or even the rest of the cargo and the ship itself although belonging to other owners (*Oppenheim*, II, pp. 508 *et seq.*). The Declaration of London effected a compromise between these various views by enacting that the contraband goods themselves are liable to condemnation (Article 39); that the ship may be condemned if the contraband, reckoned by value, weight, volume, or freight, forms more than half the

cargo (Article 40); and that other goods of the contraband owner on the same vessel are liable to condemnation (Article 42).

Place and Time of Capture.—A vessel carrying absolute or conditional contraband may be captured on the high seas or in the territorial waters of the belligerents (Article 37); but not in the territorial waters of neutrals. This would be a violation of neutrality. And, according to Article 38 of the Declaration of London, she is safe as soon as her carriage of contraband is at an end:—

A vessel may not be captured on the ground that she has carried contraband on a previous occasion if such carriage is in point of fact at an end.

This, however, is not in accordance with the practice of Great Britain and the United States, both of which have admitted an exception where the vessel has carried contraband on her outward voyage with false papers (Oppenheim, vol. II., p. 507). In this case she is liable to seizure on her return voyage, and the exception is incorporated in the Order in Council adopting the Declaration of London:—

(2) A neutral vessel which succeeded in carrying contraband to the enemy with false papers may be detained for having carried such contraband if she is encountered before she has completed her return voyage.

[To be continued.]

Correspondence.

Captain Bertrand Stewart.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—In your issue of the 26th inst. you have given your readers not only a kindly obituary notice of my son Bertrand Stewart, an officer in the Yeomanry, and by profession a solicitor, but also a commemorative elegy of great and to me intensely touching beauty. Of the former it is not for me, as his father and one of his partners, to speak, but I am proud to have the testimony of many of his clients that he did not sacrifice his professional duty to his military tastes, and, though there was no doubt somewhat of *trop de zèle* in his non-professional trip to Germany, which culminated in his trial at Leipzig, I venture to think that in his exposure of the monstrosities of German Criminal Procedure he did no unworthy work of a professional kind.

Of the sentiment and poetic powers shown in the fine lines by Christian Tearle, I may perhaps be permitted, both as a lawyer and as a father, to express the humble opinion that they convey a lofty and noble idea, and that their poetic quality is of the highest order.

CHARLES STEWART.

Achra, Appin, Argyllshire, Sept. 29.

The Moratorium Proclamations.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—With reference to the Moratorium Proclamations a somewhat peculiar point appears to us to arise.

We think it has been generally the impression that the effect of the proclamation of the 3rd of September was to extend the original Moratorium in respect of debts (other than on bills of exchange) for a further month beyond the original month provided for by the proclamation of the 6th of August.

A careful perusal, however, of clause 2 of the proclamation of the 3rd of September, dealing with these debts, does not appear to us to justify this general impression.

The clause states (leaving out unnecessary wording) that the proclamation of the 6th of August *shall apply* to payments which become due and payable on or after the 4th of September and before the 4th of October (whether they become so due and payable by virtue of the said proclamations or otherwise).

The proclamation of the 6th of August only postpones payment for one month "from the day on which the payment *originally became due and payable*," or until the 4th of September (whichever date is the latest), and accordingly it would appear that, although the proclamation of the 3rd of September extends the application of the proclamation of the 6th of August to certain debts to which that proclamation did not originally apply, there is no further extension of payment of the debts to which the proclamation of the 6th of August applies.

As a concrete example, a debt originally due on the 4th of August became extended by the original proclamation to the 4th of September, but there is nothing in the further proclamation which extends the payment beyond that date.

The words in brackets, "whether they become so due and payable by virtue of the said proclamations, or otherwise," give an indication of the *intention* of the proclamation further to extend payment for a month, but otherwise appear to be meaningless.

The rescinded proclamation of the 1st of September (clause 2) contained clear phraseology extending the period of suspension of payment under the original proclamation (although no doubt it went further than was desired), but no similar phraseology is to be found in the substituted proclamation of the 3rd of September.

The question would appear to be somewhat academic, having regard to the present date, but is still of considerable importance in view of its application to the further moratorium proclamation, of which an outline has already been published in the press.

MORLEY, SHIRREFF & Co.

53, Gresham House, Old Broad-street, London, E.C., Sept. 29.

[See under "Current Topics." As is there pointed out, the same question arises under the new Proclamation.—Ed. S.J.]

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—When does a bill become payable which originally matured on the 13th of August, was not then expressly reaccepted under the Proclamation of the 2nd of August, and was therefore postponed to the 13th of September?

According to the proclamation of the 3rd of September, the proclamation of the 6th of August applies to the bill "in like manner as it applies" to payments becoming due before the 4th of September, 1914. However, the manner in which the 6th of August proclamation applies to payments due before the 4th of September is to make them "due and payable on a day one calendar month after the day on which the payment *originally* became due and payable, or on the 4th of September, 1914, whichever is the later date, instead of on the day on which the payment originally became due." But the literal interpretation of this as regards the bill mentioned is absurd, as the date on which it *originally* became payable is the 13th of August, and the literal reading of the words would make the bill payable on the 13th of September or the 4th of September, whichever is the later—a meaning which is impossible. Perhaps you would say a few words on the point in your next issue.

16, Cleveland-road, Ilford, Essex, Sept. 25. M. F. CAHILL.

[See observations under "Current Topics." Under the new Proclamation, clause 3, the Bill should be presented on the 13th of October, and is due on the 27th of October.—Ed. S.J.]

Courts (Emergency Powers) Act, 1914.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—Under section 4(b) of this Act, it is now illegal (*inter alia*) "to levy any distress" until the application mentioned in the section has been made, and, apparently, though this is not made very clear, an order allowing the distress to proceed is obtained.

As there is apparently nothing to prevent a tenant removing his goods as soon as he receives notice of the intended application, for all practical purposes a landlord's remedy by distress has gone. It is also to be observed that the section is not limited to distresses for rent, but will apply to distress of trespassing animals, "damage feasant"; in which latter case the remedy to be of any use must be applied at once.

The rules made under the Act seem to be drawn as loosely as the Act itself. By the second paragraph of rule 2 (3), in the case of an application for leave to take, resume, or enter into possession of any property, or to exercise any right of re-entry, the value of the subject-matter is to be deemed to be "the amount of the sum sought to be recovered." By rule 2 it is provided that where the value of the subject-matter does not exceed £100 the application provided for in section 1 of the Act is to be made to the county court.

It is, however, manifest, I think, that applications under the above rule may have to be made where no sum is sought to be recovered, or that cases may occur where, though the sum sought to be recovered is very small, the value of the property is very considerable.

In the case of distresses for rent, or for damage feasant, the proper course would seem to have been to direct that on seizure of the goods the landlord or person making the distress should apply to the court for leave to proceed with the distress by sale, &c., and that until this was done no further steps should be taken. This would have protected tenants and others from harsh and oppressive proceedings, without making it possible for dishonest debtors to defeat the just claims of their creditors.

X. Z.

[It is probable that experience of the rules will reveal many

such inconsistencies as those to which our correspondent refers. But it must be remembered that they have been prepared to meet an emergency, and having regard to this and to the great extent of their subject-matter, the exactness of well-considered rules is not to be expected. We imagine that judges in applying them will act accordingly and will, whenever possible, follow the spirit rather than the letter. As to the removal of goods to avoid distress, is not this struck at by section 1 of the Distress for Rent Act, 1737?—*Ed. S.J.*

Reviews.

Books of the Week.

Review.—Juridical Review, September, 1914. W. Green & Son (Limited).

International Law.—Armed Merchant Ships. By A. PEARCE HIGGINS, LL.D., Barrister-at-Law. Stevens & Sons (Limited). 1s. 6d. net.

Wit and Humour.—Scintillæ Juris and Mediations in the Tea Room. By the Hon. Mr. Justice DARLING. With Prefatory Note by The Right Hon. Sir EDWARD CLARKE, K.C. Stevens & Haynes.

Bankruptcy.—The Bankruptcy Act, 1914, and the Deeds of Arrangement Act, 1914. With an Index thereto and a Preface. Gee & Co. (Limited). 2s. 6d. net.

Criminal Appeal.—Criminal Appeal Cases. Reports of Cases in the Court of Criminal Appeal, July 27th, 28th, 29th, 1914. Edited by HERMAN COHEN, Barrister-at-Law. Vol. 10, part 9. Stevens & Haynes. 3s. net.

Torts.—A Compendium of the Law of Torts. Specially Adapted for the Use of Students. By HUGH FRASER, M.A., LL.D., Barrister-at-Law. Ninth Edition. Sweet & Maxwell (Limited). 8s.

Income Tax.—The Law of Income Tax Relating to Business Profits. By ROLAND BURROWS, M.A., LL.D., Barrister-at-Law. Sweet & Maxwell (Limited). 5s. net.

Lunacy.—The Law Relating to Lunacy and Mental Deficiency. Being the Fourth Edition of "Fry's Lunacy Laws." Fourth Edition, by JOHN LITHBY, C.B., LL.D. (Lond.), Barrister-at-Law. Knight & Co. (Limited). 25s. net.

War.—Trading with the Enemy. The Effect of War on Contracts. By LESLIE SCOTT, K.C., M.P. Second Edition. Stevens & Sons (Limited). 2s. 6d. net.

Economics.—Economics for Commercial Students. By ALBERT CREW, Barrister-at-Law, assisted by J. SWAIN, B.Sc. (Econ.), London, and C. E. HUTCHINS SPENCER. Jordan & Sons (Limited). 3s. 6d. net.

CASES OF THE WEEK.

Probate, Divorce, and Admiralty Division.

IN PRIZE.

"THE CHILE." Evans, P. 4th Sept.

SHIPPING—ENEMY SHIP—PRIZE COURT—OUTBREAK OF HOSTILITIES—JURISDICTION OF PRIZE COURT—HAGUE CONFERENCE, 1907—CONVENTION VI., ARTS. 1 AND 2—SUPREME COURT OF JUDICATURE ACT, 1891 (54 & 55 VICT. C. 53), s. 4—RECIPROCAL ARRANGEMENTS—RIGHT OF ALIEN ENEMY TO APPEAR IN PRIZE COURT—SUFFICIENCY OF AFFIDAVIT—DETENTION OF VESSEL PENDING FURTHER ORDER.

An enemy ship in a British port before the commencement of hostilities can be properly seized by the officers of the Crown.

Quære, whether Article 2 of Convention VI. of the Hague Conference, 1907, depends upon Article 1, and comes into operation only if no days of grace were agreed upon within the meaning of Article 1.

Quære, whether an enemy subject has right to appear in the Prize Court of this country.

An affidavit by a member of a firm who were agents for the shipowners, purporting to be filed on behalf of the owners, and setting out reasons why the ship should not have been seized, was held insufficient. A detention order was made.

In this case the barque *Chile*, a German vessel belonging to the port of Bremen, arrived in dock at Cardiff on the 4th of August without cargo, and on the following day was, according to the affidavit of the collector of customs at Cardiff, detained by him after His Majesty's proclamation of war dated the 4th of August, 1914, and the papers referred to in the affidavit were taken possession of by him after such detention. Counsel for the Crown referred to the foundation of prize jurisdiction as explained by Lord Mansfield in the case of *Lindo v. Rodney* (1782, 2 Douglas 612 (n)) and elaborated by Lord

Stowell, who so ably exercised jurisdiction in prize causes from 1798 onwards. The Attorney-General pointed out that the judge of the High Court of Admiralty exercised by Royal Warrant in time of war the office of judge of the Prize Court, which was treated as distinct from the ordinary court known as the Instance Court, the Prize Court hearing and determining according to the course of the Admiralty and the law of nations. As to any doubts which may have existed in respect of the position of the High Court of England in the cases of prize after the absorption of the Admiralty Court in the High Court, they were set at rest by section 4 of the Judicature Act, 1891, by which the High Court in England was declared to be a Prize Court, and all causes and matters within the jurisdiction of the High Court as a Prize Court were assigned to the Probate, Divorce and Admiralty Division. Articles 1 and 2 of Convention VI. of the Hague Conference of 1907 are as follows:—
Art. 1.—When a merchant ship belonging to one of the belligerent powers is at the commencement of hostilities in an enemy port it is desirable that it should be allowed to depart freely either immediately or after a reasonable number of days of grace, and to proceed after being furnished with a pass direct to its port of destination or any other port indicated to it. The same principle applies in the case of a ship which has left its last port of departure before the commencement of the war and has entered a port belonging to the enemy while still ignorant that hostilities have broken out. Art. 2.—A merchant ship which, owing to circumstances beyond its control, may have been unable to leave the enemy port within the period contemplated in the preceding article or which was not allowed to leave may not be confiscated. The belligerent may merely detain it on condition of restoring it after the war without payment of compensation, or he may requisition it on condition of paying compensation. The Attorney-General submitted that the court should decree the detention of the vessel until further order pending inquiries as to the reservations (if any) which the German Government had made to these articles. Counsel for the agents for the owners of the vessel sought to submit that the terms of the Convention contemplated that a hearing would be given to those to whom the writ was directed. He cited *The Phenix* (1854, Roscoe's Prize Cases, vol. 2, p. 238, and also pp. 560 and 562). [EVANS, P., doubted whether he had any right to hear him.] The affidavit of a member of the firm of agents, which was filed on behalf of the shipowners, stated that *The Chile*, belonging to the port of Bremen, was lying in the port of Cardiff at the time that war was declared between Great Britain and Germany, and that before the said vessel could leave the said port of Cardiff she was seized and taken as prize. They claimed restitution of the vessel on the ground that confiscation would cause injury to peaceful commerce. Counsel for the railway company claimed its dock dues and charges.

EVANS, P.—This vessel was seized by the Customs officers at Cardiff. The ship's papers shew that she was a merchant ship belonging to an enemy country. By International Law officers of the Crown are entitled to seize this ship in the port of Cardiff, although she was there before the commencement of hostilities. It has been admitted in this case that the ship was within the port of Cardiff before the hour of 11 o'clock on the night of the 4th of August, the moment of the commencement of hostilities. I accordingly declare that she was properly seized and partook of the character of a prize of Admiralty to which the Crown is entitled. Several matters have been discussed in the course of this case with reference to what ought to be done, having regard to the law of nations on the one hand and to Convention VI. of the Hague Conference, 1907, Arts. 1 and 2, on the other hand. I propose to make an order to-day which will not finally determine the rights of the Crown under Articles 1 and 2 of that Convention. The view has been put forward that Article 2 depends on Article 1, and accordingly does not come into force if no days of grace were allowed within the meaning of Article 1. It is possible that that argument may be well founded, but I proceed to-day no further with it. The Crown are entitled if they wish to ask for less than the law could give them. Other questions may arise hereafter. In this case the writ was issued by the Procurator-General in the form prescribed by the rules, and it has been duly advertised, and pursuant to that advertisement the agents for the shipowners appeared here to-day, and I raised the point as to whether they had any right to appear, but in view of the course which the case has taken it is not necessary to decide that point. I do, however, decide that the affidavit which has been filed by these agents, and which must be filed before appearance can be entered by an enemy's subject, is wholly insufficient. I accordingly make an order that the ship be detained by the marshal till a further order is made by the court. This order will not affect or prejudice the rights of the Cardiff Railway Co., who appeared before me to-day to claim dues, nor will it affect any question of costs which the Crown may desire to raise.—COUNSEL, Sir J. Simon, A.G., Butler Aspinall, K.C., and G. W. Ricketts; Bateson, K.C., and Dunlop; Lewis Noad. SOLICITORS, *The Treasury Solicitor*; Stokes & Stokes; Torr & Co., for Corbett, Chambers, & Harris, Cardiff.

[Reported by L. M. MAX, Barrister-at-Law.]

"THE PERKEO." Evans, P. 4th Sept.

SHIPPING—CAPTURE OF ENEMY SHIP ON HIGH SEAS—IGNORANCE OF DECLARATION OF WAR—RIGHT OF CAPTURE—HAGUE CONFERENCE, 1907—CONVENTION VI., ART. 3—GERMANY NOT A PARTY TO THAT ARTICLE—ARTICLE NOT APPLICABLE—CONDEMNATION.

Where a German ship was captured by a British ship on the high seas after the outbreak of a war, of which it was admitted that the master of the ship had then no knowledge,

Held, that she could be confiscated as prize, because the German Empire had refused to be bound by Article 3 of Convention VI. of the Hague Conference, 1907, which decreed that such ships were merely liable to detention. Paragraph 10 of the Order in Council of the 4th of August dealing with reciprocal arrangements had no application to this case.

In this case the writ asked for a decree that the ship *Perkeo* and the cargo laden on board of her belonged, at the time of capture and seizure, to the enemies of the Crown, and as such or otherwise was subject and liable to confiscation as good and lawful prize taken by His Majesty's ship *Zulu*. The *Perkeo* was a four-masted barque from Hamburg, and was only transferred from the British to the German flag last July. She had been known before as *The Brilliant*, but appeared in the supplement to Lloyd's Register under the name of *The Perkeo*, and there was a certificate by the German Consul at New York which clearly stated that she was, previous to capture, a German ship. She was captured off Dover on the 5th of August, and it was assumed, for the purposes of the case, that the master had no knowledge of the outbreak of war. By Article 3 of Convention VI. of the Hague Conference, 1907, it is provided:—"Enemy merchant ships which left the last port of departure before the commencement of the war, and are encountered on the high seas while still ignorant of the outbreak of hostilities, may not be confiscated. They are merely liable to be detained, on condition that they are restored after the war, without payment of compensation, or to be requisitioned, or even destroyed, on payment of compensation; but in such case provision must be made for the safety of the persons on board, as well as the preservation of the ship's papers. After touching at a port in their own country, or at a neutral port, such ships are subject to the laws and customs of naval war." The Attorney-General pointed out that by International Law this ship was liable to capture and condemnation as a lawful prize. The German Empire had refused to be a party to Article 3 of the Convention VI. of the Hague Conference, 1907, which provided an exception to the rule. Consequently paragraph 10 of the Order in Council of the 4th of August had no application, and the ship was accordingly a lawful prize.

EVANS, P.—Taking the evidence in this case, it is quite clear that this was a German ship transferred from the British to the German flag on the 14th of July. It was also under the command of a German citizen when captured. It is the type of ship referred to in Article 3 of Convention VI. of the Hague Conference, 1907. The exception provided for by the Hague Conference does not arise at all, because the German Empire refused to be bound by Article 3. The right of capture, therefore, exists in this case. There will be an order accordingly for the condemnation of this ship, and it will be appraised and sold.—COUNSEL, Sir J. Simon, A.G., Butler Aspinall, K.C., and Ricketts. SOLICITOR, *The Treasury Solicitor*, for the Crown.

[Reported by L. M. MAX, Barrister-at-Law.]

New Orders, &c. War Orders and Proclamations.

The *London Gazette* of the 25th of September contains the following:

1. A licence (printed below) by the Home Secretary authorizing payments in certain cases for the benefit of persons resident in an enemy country.
2. A licence (printed below) by the Board of Trade authorizing payment of freight and other charges on British goods in enemy ships lying in a neutral port.

The *London Gazette* of the 29th of September contains the following:

1. A licence (printed below) by the Board of Trade authorizing payment of fees in respect of patents and trade marks in Great Britain or in an enemy country.
2. A notice (printed below) relating to cargoes in French prizes.
3. A notice (printed below) as to the adoption of the Declaration of London by the Russian Government during the present war.

The Supplement to the *London Gazette* of the 29th September contains the following:—

1. A new Moratorium Proclamation (printed below).
2. A Proclamation relating to Trading with the Enemy (printed below), prohibiting the importation of enemy sugar except under licence.
3. An Order in Council dated 30th September called the Aliens Restriction (Isle of Man) Order, 1914, relating to aliens resident in the Isle of Man.
4. An Order in Council, dated 30th September, constituting the British Courts in Egypt, Zanzibar, and Cyprus prize courts as regards captures from Germany and Austria-Hungary.

Payments to Residents in Enemy Countries.

Whereas by paragraph 5 (1) of the Trading with the Enemy Proclamation No. 2, dated September 9th, 1914, the payment of any sum of

money to or for the benefit of any person or body of persons resident in the territories of the German Empire or in the Dual Monarchy of Austria-Hungary or in the respective colonies and dependencies thereof, in this licence and in the said Proclamation referred to as "enemy country," is prohibited:

And whereas by paragraph 8 of the said Proclamation it is provided that nothing in the Proclamation shall be taken to prohibit anything which shall be expressly permitted by the licence of a Secretary of State, whether such licence be expressly granted to individuals or be announced as applying to classes of persons:

Now I, the Right Honourable Reginald McKenna, one of His Majesty's Principal Secretaries of State, hereby authorize such persons as may be empowered by the Lords Commissioners of His Majesty's Treasury in that behalf to make such payments and to carry out such exchange transactions for the benefit of persons resident in an enemy country as their Lordships may from time to time sanction, or to receive payment of monies from persons resident in an enemy country in such cases as their Lordships may from time to time sanction.

R. MCKENNA.

Home Office, Whitehall,
22nd September, 1914.

Freight of Cargo in Enemy Ships.

Whereas by paragraph 5 of the Trading with the Enemy Proclamation, No. 2, dated the ninth day of September, 1914, all persons resident, carrying on business, or being in the King's Dominions were prohibited from doing certain things save so far as licences might be issued enabling them so to do.

And whereas by paragraph 8 of the aforesaid Proclamation it is provided that nothing in such Proclamation shall be taken to prohibit anything which shall be expressly permitted by the King's licence or by the licence given on His behalf by a Secretary of State or the Board of Trade, whether such licences be especially granted to individuals or be announced as applying to classes of persons.

Now, therefore, the Board of Trade hereby announce that British owners of cargo now lying in a neutral port in a ship owned by an enemy may for the purpose of obtaining possession of such cargo pay freight and other necessary charges to the Agent of the shipowner at such port.

G. S. BARNES,
A Secretary to the Board of Trade.

Fees on Patents and Trade-Marks.

Board of Trade, Whitehall.

Whereas by Royal Proclamation relating to Trading with the Enemy dated the 9th day of September, 1914, it was, amongst other things, declared as follows:—

"The expression 'enemy country' in this Proclamation means the territories of the German Empire and of the Dual Monarchy of Austria-Hungary, together with all the Colonies and Dependencies thereof.

"The expression 'enemy' in this Proclamation means any person or body of persons of whatever nationality resident or carrying on business in the enemy country, but does not include persons of enemy nationality who are neither resident nor carrying on business in the enemy country. In the case of incorporated bodies enemy character attaches only to those incorporated in an enemy country."

And whereas it was also declared by the said Proclamation that from and after the date of the said Proclamation, all persons resident, carrying on business, or being in His Majesty's Dominions were prohibited from doing certain acts therein more specifically referred to:

And whereas it was further declared by the said Proclamation as follows:

"Nothing in this Proclamation shall be taken to prohibit anything which shall be expressly permitted by Our licence, or by the licence given on Our behalf by a Secretary of State, or the Board of Trade, whether such licences be especially granted to individuals or be announced as applying to classes of persons."

And whereas it appears desirable to grant the licence hereinafter set out:

Now therefore the Board of Trade, acting on behalf of His Majesty, and in pursuance of the power reserved in the said Proclamation, do hereby give and grant licence to all persons resident, carrying on business, or being in His Majesty's Dominions,

To pay any fees necessary for obtaining the grant, or for obtaining the renewal of Patents, or for obtaining the registration of Designs or Trade-Marks, or the renewal of such registration in an "enemy country."

And also to pay on behalf of an "enemy" any fees payable on application for or renewal of the grant of a British Patent or on application for the registration of British Designs or Trade-Marks or the renewal of such registration.

Dated this twenty-third day of September, 1914.

For and on behalf of the Board of Trade.

(Signed) H. LLEWELLYN SMITH,
Secretary of the said Board.

Vessels Detained or Captured by the French Naval Authorities.

With reference to the notices which appeared in the Supplementary London Gazette of the 12th inst. and the London Gazette of the 22nd inst. on this subject, His Majesty's Government have now received from the French Ambassador a copy of a notification which was published in the Journal Officiel of the 10th inst., and of which the following is a translation:—

"All persons having any interest in cargoes other than enemy cargoes laden on enemy ships captured and brought into French ports, and requiring a release of such cargoes or portion of cargoes, should make inquiries of the 'Préfet Maritime' of the district in which the ship is detained.

"The 'Préfet Maritime' will, through the intermediary of the 'Commissaire Chef du Service de la Solde' or his representative, require proof of ownership and particulars as to freight, whether paid or unpaid."

In cases where the title of the subjects or citizens of the allied or neutral States is clear and established without doubt to the satisfaction of the "Préfet Maritime," such cargoes or portions of cargoes will be released with as little delay as possible, provided that no question of contraband arises, and subject to the adjustment of any matters relating to freight or other charges falling on the cargo. In doubtful cases recourse to the ordinary Prize Court procedure will be necessary."

With regard to cases which come before the French Prize Court established at Bordeaux (21 Rue Vauban), the French Ambassador states that the interested parties should present their claims to the Court through the intermediary of an Advocate of the Council of State.

Foreign Office,

September 28, 1914.

Declaration of London.

Foreign Office,

September 26th, 1914.

His Majesty's Ambassador at Petrograd has reported to the Secretary of State for Foreign Affairs that under an Imperial Ukase, dated the 14th instant, the provisions of the Declaration of London will be observed by the Russian Government during the course of the present hostilities, subject to the modifications adopted by the British and French Governments as declared in His Majesty's Order in Council of the 20th ultimo and in the French Decree of the 25th ultimo.

The Moratorium.

A PROCLAMATION

VARYING THE PROCLAMATIONS IN RESPECT OF THE POSTPONEMENT OF PAYMENTS, DATED RESPECTIVELY THE 2ND AUGUST, 6TH AUGUST, 12TH AUGUST, AND 3RD SEPTEMBER, 1914.

Whereas under the Postponement of Payments Act, 1914, We have power by Proclamation to authorize the postponement of the payment of any bill of exchange or of any negotiable instrument or any other payment in pursuance of any contract to such extent and for such time and subject to such conditions or other provisions as may be specified in the Proclamation:

And whereas in pursuance of that power We have issued Proclamations in relation to the postponement of payments due before We were in a state of war or due in respect of contracts made before that time, dated the sixth day of August, the twelfth day of August, and the third day of September, nineteen hundred and fourteen (which are respectively referred to in this Proclamation as the first, second, and third General Proclamation), and on the second day of August, nineteen hundred and fourteen, We also issued a Proclamation which is confirmed by the said Postponement of Payments Act, 1914, and is deemed to have been issued under that Act and is referred to in this Proclamation as the Bills (Re-acceptance) Proclamation:

And whereas under the Postponement of Payments Act, 1914, We have power to vary, extend or revoke any Proclamation under that Act by a subsequent Proclamation:

And whereas it is desirable in the best interests of Our Realm at the present juncture that all persons who can discharge their liabilities should do so without delay, but it is at the same time expedient for the benefit of persons who cannot so discharge their liabilities that a further limited and final extension of the postponement of payments authorized by the said Proclamations should be made:

Now, therefore, We have thought fit, by and with the advice of Our Privy Council, to issue this Our Royal Proclamation, and We do hereby proclaim direct and ordain as follows:—

1. The first General Proclamation as extended by paragraph (b) of the second General Proclamation shall, subject to the limitations of this Proclamation, apply to payments which become due and payable on or after the fourth day of October and before the fourth day of November, nineteen hundred and fourteen (whether they so become due and payable by virtue of the said Proclamations or the third General Proclamation or otherwise, in like manner as it applies to payments which became due and payable after the date of the first General Proclamation and before the beginning of the fourth day of September, nineteen hundred and fourteen.

Provided that, if the payment is one the date whereof has been postponed by virtue of any of the said General Proclamations, and is one which carries interest either by virtue of the terms of the contract or instrument under which it is due and payable or by virtue of the said General Proclamations, then the person from whom the payment is due shall not be entitled to claim the benefit of this Article unless, within three days after the date to which the payment has been postponed by virtue of the said General Proclamations, all interest thereon up to that date is paid.

This Article shall not apply to—

(a) Any payment in respect of rent;

(b) Any payment due and payable to or by a retail trader in respect of his business as such trader.

2. The Bills (Re-acceptance) Proclamation shall continue to apply to bills of exchange (other than cheques and bills on demand) accepted before the beginning of the fourth day of August, nineteen hundred and fourteen, the date of the original maturity whereof is after the third day of October.

If on the presentation for payment of any such bill the bill is not paid and is not re-accepted under the said Proclamation, then, unless on such presentation the acceptor has expressly refused re-acceptance thereof, the bill shall for all purposes, including the liability of any drawer and indorser or any other party thereto, be deemed to be due and payable on a date one calendar month after the date of its original maturity instead of on the date of its original maturity, and to be a bill for the original amount thereof increased by the amount of interest thereon, calculated from the date of the original maturity to the date of payment at the Bank of England rate current on the date of its original maturity, and paragraph (a) of the second General Proclamation shall not apply to any such bill.

3. If on the presentation for payment of a bill of exchange, the date of maturity of which has before the fourth day of October, nineteen hundred and fourteen, become postponed either by virtue of the Bills (Re-acceptance) Proclamation or paragraph (a) of the second General Proclamation (whether or not the date of maturity has been further postponed by virtue of the third General Proclamation), the bill is not paid, then the date of maturity shall be deemed to be further postponed for fourteen days from the date of such presentation for payment, and the original amount of the bill shall be deemed to be further increased by the amount of interest on the original amount of the bill for fourteen days, calculated at the Bank of England rate current on the date of such presentation for payment.

4. Save as otherwise expressly provided, nothing in this Proclamation shall affect the application of the General Proclamations to payments to which those Proclamations apply, and nothing in this Proclamation shall prevent payments to which this Proclamation applies being made before the expiration of the period for which they are postponed thereunder.

Dated the thirtieth day of September.

Trading with the Enemy.

A PROCLAMATION

EXTENDING THE PROHIBITIONS CONTAINED IN THE PROCLAMATION OF THE 9TH SEPTEMBER, 1914, RELATING TO TRADING WITH THE ENEMY.

Whereas the State of War between Us and the German Empire and the State of War between Us and the Dual Monarchy of Austria-Hungary referred to by Us in Our Proclamation of the ninth day of September, 1914, still continue to exist:

And whereas it is desirable to extend the prohibitions contained in Our said Proclamation:

Now, therefore, We have thought fit, by and with the advice of Our Privy Council, to issue this Our Royal Proclamation declaring and it is hereby declared as follows:—

1. From and after the date of this Proclamation—

(1) The importation of such sugar as it hereinafter mentioned is prohibited.

(2) The following prohibition shall have effect (save so far as licences may be issued as hereinafter provided) in addition to the prohibitions contained in Our said Proclamation, and We do hereby accordingly warn all persons resident carrying on business or being in Our Dominions—

(a) Not directly or indirectly to import or cause or procure to be imported or to be concerned with the importation into any part of Our Dominions or into any other country or place whatever through or from any port in Europe of raw or refined sugar made or produced by an enemy or in an enemy country or refined sugar (wherever made or produced) made or produced from raw sugar made or produced by an enemy or in an enemy country.

(b) Not directly or indirectly to deal in any sugar as aforesaid.

2. And We do hereby further warn all persons that whoever in contravention of the law shall commit aid or abet any of the aforesaid acts is guilty of a crime and will be liable to punishment and penalties accordingly.

3. Nothing in this Proclamation shall be taken to prohibit anything which shall be expressly permitted by Our licence or by the licence given on Our behalf by a Secretary of State or the Board of Trade, whether

such licence be granted especially to individuals or be announced as applying to classes of persons.

4. The words "enemy" and "enemy country" and "person" shall have the same meaning in this Our Proclamation as in Our said Proclamation of the ninth day of September, 1914.

Dated the thirtieth day of September.

Service at Westminster Abbey, Monday, October 12th, 1914.

On the occasion of the re-opening of the Law Courts, a Special Service will be held at Westminster Abbey, at 11.45 a.m., which the Lord Chancellor and His Majesty's Judges will attend.

In order to ascertain what space will be required, Members of the Junior Bar wishing to be present are requested to send their names to the Secretary of the General Council of the Bar, 2, Hare-court, Temple, E.C., before 4 p.m. on Friday, the 9th October.

Barristers attending the Service must wear Robes. All should be at the Jerusalem Chamber, Westminster Abbey (Dean's Yard Entrance), where robing accommodation will be provided, not later than 11.30 a.m.

A limited number of Seats in the South Transept will be reserved for friends of Members of the Bar, to whom one Ticket of Admission (or if possible two) will be issued on application to the Secretary of the General Council of the Bar.

No Tickets are required for admission to the North Transept, which is open to the public.

JOHN ALLSEBROOK SIMON,
Attorney-General.

Workmen's Compensation.

THE Workmen's Compensation Rules, 1914, dated 23rd July, 1914.

These Rules may be cited as the Workmen's Compensation Rules, 1914, or each rule may be cited as if it had been one of the Consolidated Workmen's Compensation Rules, 1913 (herein called the Principal Rules) and had been numbered therein by the number placed in the margin opposite such rule.

These rules shall come into operation on the first day of October, one thousand nine hundred and fourteen.

Memorandum under Schedule II., Paragraph 9.

Rules 43 to 49 of the Principal Rules, and Forms 38 to 40, are hereby annulled, and the following rules, and the forms in the Appendix, shall stand in lieu thereof.

1. *Rule 43. Memorandum to be sent to registrar. Act, Sched. 2, par. 9. Form 36.*—(1.) The memorandum as to any matter decided by a committee or by an arbitrator or by agreement, which is by paragraph 9 of the second schedule to the Act required to be sent to the registrar, shall be according to such one of the forms in the Appendix as is applicable to the circumstances of the case, and shall be left at the office of the registrar, or sent by post by registered letter addressed to the registrar at his office, as soon as may be after the matter has been decided.

(2.) Where the matter is decided after a medical referee has been appointed to report on any matter under paragraph 15 of the second schedule to the Act, a copy of the report of the referee shall be annexed to the memorandum and recorded therewith; and if the referee attended any proceeding in the arbitration, it shall be so stated in the memorandum.

(3.) *Form 37.*—In the case of an agreement as to any matter referred to in paragraph 1 of Rule 51, a separate statement as required by that paragraph shall be left or sent with the memorandum of the agreement.

2. *Rule 44. (1) Authentication of memorandum of decision of committee or arbitrator.*—If the matter is decided by a committee or an arbitrator, the memorandum shall be authenticated by the signatures of the chairman and secretary of the committee, or by the signature of the arbitrator, and it shall be the duty of the committee or arbitrator, as soon as may be after the decision, to draw up such memorandum and to sign the same or cause it to be signed as aforesaid, and to leave or send the same as aforesaid, or to deliver the same to some party interested, to be by him so left or sent.

(2.) *Authentication of memorandum of agreement.*—If the matter is decided by agreement, the memorandum shall be authenticated by the signatures or signature of the parties to the agreement or one of them, or, in the case of employers, by the signature of some official or other person in their employ duly authorized to sign on their behalf, or of an agent duly authorized to sign on their behalf, or, in the case of persons under disability, by the signature of their next friend on their behalf.

(3.) *Memorandum may be lodged by insurers.*—A memorandum of an agreement may be left with or sent to the registrar by insurers on behalf of the parties interested.

(4.) *Copies.*—There shall be left or sent with the memorandum a copy thereof for every party interested.

(5.) *Production of original agreement.*—Where the matter is decided by agreement, the registrar may, if the original agreement is in writing, and is not left or sent to be recorded, require such original agreement to be produced; but he shall not be entitled to retain the same where a memorandum thereof is left or sent to be recorded.

(6.) *Agreement on behalf of person under disability.*—An agreement

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made by or on behalf of any person under any legal disability shall be conditional only unless and until a memorandum thereof has been recorded in accordance with the Act and these rules.

3. *Rule 45. Notice to parties interested of memorandum having been received. Form 38.*—On the receipt of the memorandum and copies the registrar shall send one of the copies to every party interested, with a notice according to the form in the Appendix, requesting such party to inform him within seven days from the date of the notice whether the memorandum is genuine, or whether he disputes its genuineness, and, if so, on what grounds.

4. *Rule 46. Recording of memorandum, if genuineness not disputed. 1 & 2 Geo. 5, c. 55, s. 11 (1) (c).*—If all the parties interested admit the genuineness of the memorandum, or if none of such parties within such period of seven days dispute its genuineness pursuant to Rule 47, and the employer does not object to its being recorded pursuant to the said rule, the registrar shall, subject to proviso (d) to paragraph 9 of the second schedule to the Act, as extended by section 11, sub-section 1 (c), of the National Insurance Act, 1911, and to Rules 49a and 51, record the memorandum without further proof.

5. *Rule 47. Where genuineness disputed; or objection made to memorandum being recorded. Act, Sched. 2, par. 9 (b).*—(a) If any party interested disputes the genuineness of the memorandum (for example, by alleging in the case of a memorandum of an agreement that no such agreement has in fact been entered into, or that the terms of the agreement are not correctly stated in the memorandum, or that the agreement is no longer subsisting or enforceable, or that it is not enforceable by reason of its having been entered into under a mutual mistake, or obtained by fraud or undue influence or other improper means); or

(b) if, where a workman seeks to record a memorandum of an agreement between his employer and himself, the employer alleges that the workman has in fact returned to work and is earning the same wages as he did before the accident, and objects to the recording of the memorandum,

the party so disputing or the employer so objecting shall within seven days from the date of the notice mentioned in Rule 45 file with the registrar a notice according to the form in the Appendix [Form 39], stating the grounds on which he disputes the genuineness of the memorandum or objects to its being recorded, and shall with such notice file a copy thereof for each of the other parties interested.

6. *Rule 48. Notice of dispute or objection. Form 40.*—On the receipt of any such notice as in the last preceding rule mentioned, the registrar shall send a copy thereof to each of the other parties interested, together with a notice according to the form in the Appendix, informing such party that the memorandum will not be recorded except with the consent in writing of the party disputing the genuineness thereof, or the employer objecting to the same being recorded, or by order of the judge.

7. *Rule 49. Subsequent proceedings. 1 & 2 Geo. 5, c. 55, s. 11 (1) (c).*—(1.) If the consent mentioned in the last preceding rule is obtained, the registrar shall, subject to proviso (d) to paragraph 9 of the second schedule to the Act, as extended by section 11, sub-section 1 (c), of the National Insurance Act, 1911, and to Rule 51, record the memorandum without further proof.

(2.) If such consent cannot be obtained, any party interested may apply to the judge to order the memorandum to be recorded.

(3.) *Amendment of memorandum by consent.*—Provided that if all parties interested consent in writing to any amendment of the memorandum, and to the recording of the same as so amended, the registrar may amend the memorandum accordingly, and record the same without further proof.

8. *Rule 49a. Where objection made to adequacy of sum payable, or information given as to matters mentioned in Act, Sched. 2, par. 9 (d). 1 & 2 Geo. 5, c. 55, s. 11 (1) (c).*—Where a memorandum of an agreement as to any matter referred to in paragraph 1 of Rule 51 is presented for registration, and any party interested, on receipt of the notice mentioned in Rule 45, or the notice mentioned in paragraph 2 of Rule 51, does not file a notice pursuant to Rule 47, disputing the genuineness of the memorandum, but objects to the memorandum being

recorded on the ground of the inadequacy of the sum or amount payable, or gives to the registrar any information bearing on the question whether the memorandum may properly be recorded, regard being had to proviso (d) to paragraph 9 of the second schedule to the Act, as extended by section 11, sub-section 1 (c), of the National Insurance Act, 1911, the registrar shall, before recording the memorandum, proceed to consider the objection or information in accordance with the said proviso, and with Rule 51.

Reference of Agreement presented for Registration to the Judge.
Schedule 11., Paragraph 9, Proviso (a), 1 & 2 Geo. 5, c. 50, section 11 (4) (c).

Rule 51 of the Principal Rules, and Form 42, are hereby annulled, and the following rule, and the form in the Appendix, shall stand in lieu thereof.

9. Rule 51.—(1.) Where memorandum of agreement relates to matter within Act, Sched. 2, par. 9, proviso (a). 1 & 2 Geo. 5, c. 50, s. 11 (1) (c). Form 31. Form 31, Part A. (j).—Where a memorandum of an agreement as to the redemption of a weekly payment by a lump sum, or as to the amount of compensation payable to a person under any legal disability, or to dependants, or as to the amount of compensation payable in the form of a weekly payment or of a lump sum to a workman who is an insured person within the meaning of the National Insurance Act, 1911, is presented for registration, there shall be left or sent with the memorandum a separate statement according to the form in the Appendix, or such of the particulars mentioned in that form as are applicable to the case. Where a memorandum of an agreement with a workman is presented for registration, there shall be added to Part A. of the said form a paragraph according to the form in the Appendix, stating whether the workman is or is not an insured person within the meaning of the last-mentioned Act, and if he is such an insured person, stating also the name and address of the Insurance Commissioners or of the society or committee concerned in the administration of any benefit to which he is entitled under the last-mentioned Act.

(2.) *Inquiry by registrar, and proceedings thereon.* Form 41A.—In any such case the registrar shall, before recording the memorandum, in addition to sending the notice mentioned in Rule 45, send a notice to every party interested according to the form in the Appendix, requesting such party to inform him by letter, or by personal interview at his office, of any facts relating to the agreement and the circumstances in which it was arrived at which such party may desire to bring to the notice of the registrar, and which may assist him in deciding whether the memorandum may properly be recorded; and the registrar shall make such further inquiries and obtain such further information as he may think necessary in order to satisfy himself that the memorandum may properly be recorded, regard being had to proviso (d) to paragraph 9 of the second schedule to the Act, as extended by section 11, sub-section (1) (c), of the National Insurance Act, 1911 [1 & 2 Geo. 5, c. 50]; and it shall be the duty of the parties to the agreement to answer such inquiries and give such information accordingly.

(3.) Where notice disputing the genuineness of the memorandum is not filed pursuant to Rule 47, but it appears to the registrar, on any information which he considers sufficient, that the memorandum ought not to be recorded for any reason mentioned in the said proviso as so extended, he shall make a report to the judge in writing, stating the information he has obtained, and the grounds on which it appears to him that the memorandum ought not to be recorded.

(4.) If on consideration of the registrar's report it appears to the judge that the memorandum may properly be recorded, he may so direct, and it shall be recorded accordingly.

(5.) If on consideration of the registrar's report it appears to the judge that the memorandum should be recorded without further inquiry, the registrar shall send notice to the parties interested according to the form in the Appendix [Form 42], informing them that he has referred the matter to the judge, and requiring them to attend on a day to be named in the notice, when the matter will be inquired into by the judge.

(6.) The notices shall be sent to the parties interested or their solicitors ten clear days at least before the day fixed for the inquiry, unless the judge directs shorter notice to be given.

(7.) At the inquiry witnesses may be orally examined in the same manner as on the hearing of an action.

(8.) At the inquiry the judge may make such order or give such directions as he may think just.

(9.) The provisions of the Act and these rules as to the costs of an arbitration before the judge shall apply to any such inquiry; and in particular, if it appears that a report of the registrar has been rendered necessary by the neglect or refusal of any party to an agreement to furnish any information reasonably required of him by the registrar, such party may be ordered to pay the costs of the inquiry.

[To be continued.]

German Holders of Trade-Marks.

Further applications by British firms for the suspension in their favour of the rights of German holders of trade marks have, says the *Times*, been heard by the Comptroller-General of Patents at the Patents Office, Chancery-lane.

On the 24th ult., Mr. Ricardo, for Messrs. Bolton, Marcro, & Co., manufacturing chemists, applied for the right to use the trade-mark "Pebeco" in respect of a toothpaste hitherto made by a Hamburg firm. Mr. Clark, on behalf of the London branch of the German firm, urged that the applicants were merely seeking to build up a business on the reputation of the name of the toothpaste. The Comptroller-General: Why do you say they have obtained this large reputation? Is it because they have taken greater trouble to push their goods whilst British manufacturers do nothing? One has found it over and over again during the few days one has been sitting here that British manufacturers say, "We can supply goods equally good, but the sale is not so large." Mr. Ricardo: It is because they have not been so energetic as the Germans. The Comptroller-General: Exactly. The Court will report to the Board of Trade in due course.

On the same day Mr. Irving A. Keene, trading as Keene & Co., applied for the suspension in his favour of the trade mark "Aspirin," the name of a well-known drug manufactured by Messrs. Bayers & Co., in Germany. Mr. Neil, supporting the application, said it was useless to sell the drug under its chemical name, as the public would think it was a substitute, and refuse to take it. The Comptroller-General said it seemed astounding that British traders had not made the drug and put it up under a popular name. Why did not they advertise "Don't buy aspirin; buy acetyl-Salicylic acid, which is exactly the same thing?" Mr. Alexander, of the British company of Bayer & Co., said arrangements had been made for an English firm to continue the manufacture of the drug, and there was no question of depriving the British public of it.

A similar application for the suspension of the trade-mark of "Formamin" in favour of himself was made by Mr. J. E. Griffiths, consulting chemist, who said he had £10,000 in his possession for making the tablets, and he could sell them below the present price if he had the trade-mark.

The Comptroller-General said the Court's decision would be announced later.

On the 29th ult., application was made, on behalf of the Warington Woven Wire Company, of Portsmouth, for the use of a German trade-mark used as the registered mark of the Hercules corset steels, made in Oberkaufungen, near Cassel. Mr. E. J. Trustram, appearing for the applicants, said the firm intended to apply also for a licence to manufacture steels, and Mr. Temple Franks (the Comptroller-General) said the use of the trade-mark would not be granted until the hearing of the application for the licence. Mr. Trustram: The trade generally would like to see the whole of the German trade-marks

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APPLY FOR PROSPECTUS.

go down to the depths of the sea, as is the case in Russia. I understand that for the period of the war all German trade-marks are being voided in Russia, but I also understand that the conscience of the Board of Trade is such that we cannot allow that. The Comptroller-General: It is very sensitive. The application was allowed to stand over until October 13.

In another case application was made by Messrs. Raimés & Co., of Stockton-on-Tees and London, for a licence to use the trade-marks of the Globe Metal Polish Company, a company registered in England, but of which the principal shareholders are German. Mr. L. B. Sebastian, for the applicants, said the original maker of Globe Metal Polish was Fritz Schultz, of Leipzig, and at some date prior to 1886 he made an arrangement to supply the polish at a certain price to Frederick Raimés, who had the sole right to sell it within the British Empire. In 1900 a formal agreement was entered into between the parties which provided that in case of war between England and Germany the operation of the agreement might be "suspended." Mr. Raimés had spent half a million sterling in advertising the polish. The Globe Metal Polish Company was registered about three years ago; works were established in Stratford, and Messrs. Raimés were supplied as before, but the words "Made in England" appeared on the boxes instead of "Made in Germany." Since the war broke out Messrs. Raimés had taken over the factory and were paying the wages of the staff, but they had no wish to take anything which did not belong to them, and they were willing to place at the disposal of the court a sum equal to that which they would have paid to the Globe Metal Polish Company, trusting to get fair treatment at some future date. The Comptroller-General pointed out that it was not the policy of the Board of Trade to close German works carried on by British labour. Mr. Sutcliffe: On the other hand, is it desirable to transfer the trade-mark to some other firm to carry on these identical works, so that immediately after the war all that the German owners have to do is to come back and take the seat which has been kept warm for them? The Comptroller-General: If it were the policy of this country to stamp out any business connected with the Germans in any shape or form, then it might be wise to stamp out this one.

Obituary.

Mr. Francis Fearon.

Mr. Francis Fearon died on the 22nd of September. Born in 1837, he was educated at Harrow and at Trinity College, Cambridge, and after taking an honours degree in mathematics and classics, was articled to his father, John Peter Fearon. He was admitted in 1863, and practised in Westminster for over fifty years until his death, when he was senior member of the firm of Fearon & Co.

Legal News.

Appointments.

Sir CHARLES HENRY MAJOR (Chief Justice of the Supreme Court of Fiji and Judicial Commissioner for the Western Pacific) has been appointed Chief Justice of British Guiana.

Mr. AUBREY TREVOR LAWRENCE, of the Inner Temple, barrister-at-law, has been appointed Chancellor of the newly constituted Diocese of Sheffield. He was called to the bar in 1899, and has held the appointment of junior counsel to the Duchy of Cornwall.

Mr. HENRY B. SANDFORD, solicitor, of Sheffield, has been appointed Diocesan Registrar and Legal Secretary to the Bishop. He was a secretary of the Bishopric scheme.

Mr. GEORGE JEFFORD FOWLER, J.P., of 13, Bedford-row, London, solicitor, has been elected a Director of the Eagle Insurance Company.

Changes in Partnerships.

Dissolution.

JAMES FRASER HARRISON and CHARLES HENRY BURTON, solicitors and notaries (J. F. Harrison & Burton), 7, Harrington-street, in the city of Liverpool. Dec. 31, 1913. [Gazette, Sept. 29.]

General.

The United States Senate has ratified the treaties between the United States and Great Britain, France and Spain, providing that a period of a year shall be allowed for the investigation by a Commission of any questions at issue before the outbreak of hostilities between the contracting parties.

Medical practitioners on the London panel are receiving this week the £90,000 accumulated during 1913 in respect of insured persons who had not chosen a doctor in that year. It will be remembered that there

was much dispute as to the proportions in which this money should be divided, and it is now being paid by the Insurance Commissioners over the heads of the Insurance Committee, in proportion to the numbers on individual doctors' lists. The Panel Committee has invited the 1,500 doctors concerned, as a thankoffering and a suitable gift from members of the medical profession, to present the British Red Cross Society with a fully-equipped motor ambulance for use at the front.

The Right Hon. F. E. Smith, K.C., M.P., who is going to the front, has resigned his duties as Director of the Press Bureau. The Solicitor-General (Sir Stanley Buckmaster, K.C., M.P.) has been appointed to succeed him.

The prolongation of the moratorium was discussed at a Cabinet Council held at Rome on the 25th ult. The Chambers of Commerce at Genoa and Milan have advocated an increase of monetary circulation, but this was considered as likely to bring about a depreciation of the currency and to be adverse to the interest of exporters with credits unrealisable abroad. It was decided that the moratorium should be renewed in a modified form for two months till the 1st of December.

CANADA is making a splendid gift of flour to the Mother Country. It has been decided that the sacks, when empty, should be sold as souvenirs at 5s. each. Two-thirds of this sum will be devoted to the Prince of Wales' National Relief Fund, and one-third to the Belgian Refugees' Fund. The sacks are all marked "Canada's Gift." Applications for the sacks as souvenirs, accompanied by a remittance of 5s., should be sent to the Hon. Secretaries, National Relief Fund, York House, St. James's Palace, London, S.W. Applications will be dealt with in strict rotation.

HERRING, SON & DAW (estab. 1773), surveyors and valuers to several of the leading banks and insurance companies, beg to announce that they are making a speciality of valuations of every class of property under the Finance (1909-10) Act, 1910. Valuation offices: 98, Cheapside, E.C., and 312, Brixton-hill, S.W. Telephone: City 377; Streatham 130.—(Advt.)

Members of the legal profession who are not already familiar with the Oxford Sectional Bookcase are invited to look into the merits of a bookcase combining handsome appearance, high-class workmanship, and moderate cost. The "Oxford" is probably the only dust-proof sectional bookcase obtainable. An extremely interesting booklet containing illustrations and prices may be obtained, post free, from the manufacturers William Baker & Co., The Model Factory, Oxford.—(Advt.)

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—FRIDAY, Sept. 25.

BRITISH AND COLONIAL LIGHTING CO., LTD.—Creditors are required, on or before Oct. 8, to send their names and addresses, with particulars of their debts or claims, to Charles William Rooke, 46, Queen Victoria st., liquidator.

ERTWISTLE AND CO. (STONECLOUGH), LTD.—Creditors are required, on or before Oct. 23, to send their names and addresses, and the particulars of their debts and claims, to F. Dearden, 20, Chancery Ln., Bolt n., liquidator.

LEEDS COLLEGE OF MUSIC, LTD.—Creditors are required, on or before Oct. 10, to send their names and addresses, with particulars of their debts or claims, to William Crosland, 43, Albion st., Leeds, liquidator.

OFFEN & WHITE, LTD.—Creditors are required, on or before Oct. 9, to send their names and addresses, and the particulars of their debts or claims, to Frederick William Cogswell, 18 and 19, Fish Street hill, liquidator.

STONE BOOT MANUFACTURERS, LTD.—Creditors are required, on or before Nov. 6, to send their names and addresses, and the particulars of their debts or claims, to Samuel Frisby Perry and William Henry Chatterton, 67, High st., Stone, liquidators.

JOINT STOCK COMPANIES

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, Sept. 29.

ALMA COLLIERY CO., LTD. (IN LIQUIDATION).—Creditors are required, on or before Oct. 19, to send their names and addresses, and the particulars of their debts or claims, to William Camplin, 25, Irongate, Derby, liquidator.

BLACKBURN SHOE FACTORY LTD.—Creditors are required, on or before Nov. 2, to send their names and addresses, and the particulars of their debts or claims, to John Haworth, 15, Richmond-terrace, Blackburn, liquidator.

BOSTON STEAM TUG CO., LTD.—Creditors are required, on or before Oct. 8, to send their names and addresses, with particulars of their debts or claims, to Mr H. S. Budge, 23, Wide Bargate, Bolton, liquidator.

KAMERUS GOLD SYNDICATE, LTD. (IN LIQUIDATION).—Creditors are required, on or before Oct. 29, to send their names and addresses, and particulars of their debts and claims to William Henry Stentford, 1, Broad St pl., liquidator.

KING'S CROSS DECORATORS' SUPPLY CO., LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Oct. 15, to send their names and addresses, and the particulars of their debts or claims, to Oscar Berry, 151 and 152, North st., Brighton, joint liquidator.

SAXON & CO., LTD.—Creditors are required, on or before Oct. 15, to send their names and addresses, and particulars of their debts or claims, to Maurice O. Beale, 4, London Wall bldg., liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette—FRIDAY, Sept. 25.

Goss Moor Tin Alluvials, Ltd.
Hotel China Co., Ltd.
Simon Israel and Faton, Ltd.
Vegetarian Restaurants Co., Ltd.
Talbot Quick Waterplane Co., Ltd.
Motor Services, Ltd.
Perry Motor Co., Ltd.

Motor Car and Haulage Co., Ltd.
White Cross Insurance Co., Ltd.
Brown and West, Ltd.
Universal Non-Refillable Bottles Co., Ltd.
North-East Coast Engineering Works (Hull) Ltd.

London Gazette—TUESDAY, Sept. 29.

Premier Photographic Co., Ltd.
Charles J. Forward & Son (1914) Ltd.
Leeds Flax and Hemp Spinning Co., Ltd.
V.G.S. Syndicate, Ltd.
King Cross Co. Stational Club, Co., Ltd.
Machine Gas Ltd.
Leskole Co., Ltd.
Kine Appliances and Repairs, Ltd.
Bolivian Tin, Ltd.
Kamcrane Gold Syndicate, Ltd.
Boston Steam Tug Co., Ltd.

Dominion of Canada Trust Corporation, Ltd.
Ship "Stromas" Co., Ltd.
Kleno, Ltd.
Reinforced Concrete Fence Posts Co., Ltd.
Mona Automatic Supply Co., Ltd.
British Artificial Fibres, Ltd.
Ship "Galena" Co., Ltd.
Davis & Clark, Ltd.

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

London Gazette—FRIDAY, Sept. 25.

AYER, JOHN, Walsall, Hatter Oct 31 Wilkinson & Co Walsall
BRAITHWAITE, JANE, Clitheroe, Lancs Oct 12 Briggs, Padham
BRAITHWAITE, WILLIAM, Clitheroe, Lancs Oct 12 Briggs, Padham
CAIRN, JOHN, South Shore, Blackpool, Merchant Nov 9 Bullock & Co, Manchester
CASTLEW, BEN WILLIAM, York Nov 2 Wign, Leeds
DAVIES, ALEXANDER, Clacton on Sea, Fruitster Oct 31 White, Clacton on Sea
DAY, WILLIAM BULLEN, Burton ct, Chelsea Oct 31 Fairfoot & Co, Clement's inn
DEWHIRST, JAMES EDWARD, Halifax, Yeast Dealer Nov 4 Boocock & Son, Halifax
DEWHIRST, JONAS, Stowbury, St Halifax, Farmer Nov 4 Boocock & Son, Halifax
FRY, HARRIET MATILDA, Southampton Nov 9 Aldridge, Southampton
HARGREY, Rev JOSEPH, Royston, Herts Oct 19 Withers & Co, Arundel st
HEAD, AMABEL JANE, Onslow sq Oct 31 Lawrence & Co, New sq
KNIGHT, HENRY, Kensington Court mans, Kensington Oct 12 Beaumont & Son, Gresham house
MACKIE, JANE, St James' ct, Buckingham Gate Nov 1 Irvine & Co, Great Tower st
MADDY, ANNA SOPHIA, Llanfrecchf Lower, Mon Nov 6 Watkins & Co, Pontypool
MADDY, ANNE, Llanfrecchf Lower, Mon Nov 6 Watkins & Co, Pontypool
MADON, HENRY JAMES, Holland pk Oct 30 Bartlett & Gregory, New sq
MCLEAN, WILLIAM SHARPE, St Heliers, Jersey, Meat Imports Manager Oct 1 Roberts, Liverpool
MURRAY, MARY JANE, Southp. t Oct 30 Fawcett & Unsworth, Carnforth

PEARSON, CHARLES WILLIAM, Notts Nov 1 Burton & Briggs, Nottingham
PEARSON, ELIZABETH, Kingston upon Hull Nov 22 Middleton & Pease, Hull
PILBROOK, MARY ISABEL, Alghurth, Lancs Oct 30 Jones & Co, St Mary Axe
PAISON, FREDERICK WILLIAM, Tiverton mans, Gray's Inn rd Nov 3 Arber, Old Jewry
RICHARDSON, SAMUEL, Hyde, Chester Oct 12 Knowles & Son, Hyde
ROFF, GEORGE, Cro don, Herts Dealer Oct 21 Rowland & Hutchinson, Croydon
SOLARI, ADELE, De Walden Court, New Cavendish st Nov 10 Lovell & Co, Gray's Inn
TUCK, WILLIAM HUTCHINSON, Drax, nr Selby, Yorks, Farmer Oct 26 Parker & Parker, Selby
TOMLINSON, JAMES, Clitheroe Oct 19 Briggs, Padham
TWOOG, HENRY, 5 afford Oct 10 Tomlinson & Wardle, Burton on Trent
WHITEHEAD, MARIUS JULIE PAULINE, Nicos, France Oct 31 Crosley & Burn, Moorgate st
WILBY, RICHARD GEORGE, Southampton Nov 3 L'import & Co, Southampton

London Gazette—TUESDAY, Sept. 29.

BLITH, ALFRED HENRY, Binley Grange, nr Coventry, Farmer Oct 31 Maddocks & Co, Coventry
BOULTON, MATTHEW ERNEST, Eastons, Oxford Nov 9 Lawrence & Co, New sq
BURKE, WILLIAM HENRY, Salford nr Manchester, Licensed Victualler Oct 24 Jellicores & Co, Manchester
CLAPHAM, ELIZABETH, Finedon, Northampton Oct 9 Morgan & George, Wellingborough
CONYDEARE, ANNE MOORE, Bath Nov 10 Collins & Simmons, Bath
COWLING, CATHERINE, Easingwold, Yorks Nov 1 Crombie & Sons, York
CREANEY, ELIA, Golborne rd, North Kensington Oct 31 Hughes & Son, Edgware rd
DENNY, GEORGE, Sway, Hants Nov 16 Bulcraig & Davis, Domesing House, Norfolk
FOWLE, CHARLOTTE REBECCA, Blenheim cres, Notting Hill Nov 6 Kennedy & Co, Russell sq
GAINES, JOHN, Margate, Oct 17 Boys & Maughan, Margate
GRANT, ARTHUR, Croydon Oct 23 Finnis & Co, Clifford st, Bond st
HARWOOD, JOSEPH, Shortlands Nov 30 Chandler & Co, New ct, Lincoln's inn
HUNTACH, ALFRED, Hinstock, S'p'or, Farmer Oct 31 Lea, Koclashall, Staffs
LAMOTTE, MARIA DUFTON, St Heliers, Jersey Nov 10 Le Brasseur & Co, Newport Mon
MOORHOUSE, MARY, Pudsey, Yorks Oct 31 Dickinson & Son, Wakefield
PRACH, ELIZABETH, Lingfield, Surrey Jan 11 Yards & Co, 1, Raymond bldgs, Gray's inn
PERREMAN, ANDREW WILLIAM, Claylands rd, Clapham rd Nov 2 Huntley & Son, Tooley st
PHIPPS, CHRISTOPHER EDWARD, Kenilworth rd, Ealing D.C. 11 Lingards & Hamp, Manchester
PITT, Rev HENRY, Surrey Sq, Walworth Oct 30 Alrd & Co, Brabint ct, Philpot in
PRIESTLEY, JOHN CHARLES SEYMOUR, Massachusetts, U.S.A., Machinist Oct 31 Boddington & Bond, Warwick
RICHARDSON, WILLIAM, Longsight, Lancs Nov 10 FRANK, Manchester
RILEY, WILLIAM, Killey, nr Swanssea, Timber Agent Nov 1 Cox, Swanssea
SIMMONS, EOSE CLEMENTINA, Nottingham Oct 24 Warren & Allen, Nottingham
SPENCE, ANN THOMPSON, Barley in Wharfedale, Yorks Oct 31 Barret & Cutis, Otley
STEWART, Hon. FITZROY SOMERSET KNITH, Stachope gdns Oct 24 Dangerfield & Co, Craven st
STREET, GEORGE EDWARD JAMES, Kingston on Thames, Surrey Oct 25 Sherwood & Co, Essex ct, Strand
WAINWRIGHT, LUCY, Mickfield, Yorks Oct 30 Smithson & Teasdale, York
WARD, FRANCIS, Southport Oct 31 Barrow & Co, Manchester

Bankruptcy Notices.

London Gazette—FRIDAY, Sept. 25.

RECEIVING ORDERS.

BEARD, HORACE LEONARD, Leicester, Boot Manufacturer Leicester Pet Sept 21 Ord Sept 21
BROWN, SAMUEL MILLIS, Leicester, Draper Leicester Pet Sept 21 Ord Sept 21
CUZNER, HUBERT FRANK, Beckington, Somerset, Florist Frome Pet Sept 22 Ord Sept 22
FEATHERSTONE, JOHN THOMAS, Kingscliffe, Northampton, Baker Peterborough Pet Sept 22 Ord Sept 22
HUNTER, FRANK L., Liverpool, Hosier Liverpool Pet Sept 8 Ord Sept 22
JACOBS, LOUIS DAVID, Longley rd, Tooting Wandsworth Pet Aug 25 Ord Sept 23
JENKINSON, JOHN NEVISON, Kingston upon Hull, Provision Dealer Kingston upon Hull Pet Sept 23 Ord Sept 23
LLOYD, HENRY JOHN, York, Sports Outfitter York Pet Aug 31 Ord Sept 23
OLDHAM, JOHN, Burton on Trent, Butcher Burton on Trent Pet Sept 22 Ord Sept 23
STEEPER, CHARLES, Roman rd, Barnsbury, Grocer High Court Pet Sept 23 Ord Sept 23
STEPHENSON, FRED, Plaistow, Essex, Butcher High Court Pet Sept 21 Ord Sept 21

FIRST MEETINGS.

ARMORY, WILLIAM, Willington, Durham, Builder Oct 2 at 3.30 Off Rec, 3, Manor pl, Sunderland
BARBER, ADA FLORENCE, Derby Oct 2 at 12 Off Rec, 12, St Peter's churchyard, Derby
BROWN, SAMUEL MILLIS, Leicester, Draper Oct 2 at 11 Off Rec, 1, Berridge st, Leicester
HERMITAGE, HENRY, Northanger rd, Streatham Oct 2 at 11.15 York rd, Westminster Bridge rd
HUGHES, EVAN, Ruthin, Denbigh, Farmer Oct 7 at 12.15 Castle Hotel, Ruthin
HUNTER, FRANK L., Liverpool, Hosier Oct 2 at 11 Off Rec, Union Marine bldgs, 11, Dale st, Liverpool
LEWIS, WILLIAM, Barry Fort, Carmarthenshire, Culinary Bookman Oct 13 at 11.30 Off Rec, 4, Queen st, Carmarthen
LLOYD, HENRY JOHN, York, Sports Outfitter Oct 8 at 3 Off Rec, The Red House, Dancombe pl, York
POUNTAIN, JOHN EDWIN, Derby, Coal Merchant Oct 6 at 10 Off Rec, 12, St Peter's churchyard, Derby
REES, HENRY, Reynoldsstone, Glam, Farmer Oct 3 at 11 Off Rec, Government bldgs, St Mary's st, Swansea
ROWLANDS, EDWARD, Llanbrynmair, Montgomeryshire, Farmer Oct 9 at 1.30 4, Baker st, Aberystwyth
STEEPER, CHARLES, Roman rd, Barnsbury, Grocer Oct 5 at 12 Bankruptcy bldgs Carey st

STEPHENSON, FRED, Plaistow, Essex, Butcher Oct 5 at 11 Bankruptcy bldgs, Carey st
WILLIAMS, ISABEL, Old Colwyn, Carnarvon, Milliner Oct 5 at 12 Crypt chambers, Chester

ADJUDICATIONS.

BROWN, SAMUEL MILLIS, Leicester, Draper Leicester Pet Sept 21 Ord Sept 21
CUZNER, HUBERT FRANK, Beckington, Somerset, Florist Frome Pet Sept 22 Ord Sept 22
FEATHERSTONE, JOHN THOMAS, Kingscliffe, Northampton, Baker Peterborough Pet Sept 22 Ord Sept 22
HERMITAGE, HENRY, Northanger rd, Streatham Wandsworth Pet Aug 26 Ord Sept 23
JENKINSON, JOHN NEVISON, Kingston upon Hull, Provision Dealer Kingston upon Hull Pet Sept 23 Ord Sept 23
OLDHAM, JOHN, Burton on Trent, Butcher Burton on Trent Pet Sept 22 Ord Sept 22
STEEPER, CHARLES, Roman rd, Barnsbury, Grocer High Court Pet Sept 23 Ord Sept 23
STEPHENSON, FRED, Plaistow, Essex, Butcher High Court Pet Sept 21 Ord Sept 21
STONE, ANNIE, Sheffield Sheffield Pet Aug 18 Ord Sept 23
THURUS, VIOLET RUTH, Eastbourne Eastbourne Pet Sept 18 Ord Sept 23

London Gazette—TUESDAY, Sept. 29.

RECEIVING ORDERS.

BURGESS, CHARLES HENRY, Pipers Ash, nr Chester, Journeyman Machinist Chester Pet Sept 24 Ord Sept 24
CANNINGS, ALBERT JOHN, Morriston, Swansea, Milliner Swansea Pet Sept 24 Ord Sept 24
FISKE, MORRIS, Bristol, Furnisher Bristol Pet July 24 Ord Sept 25
GREENWELL, RALPH ROBINSON, Philpot in, Professional Vocalist High Court Pet Aug 31 Ord Sept 25
HARRISON, EDWARD, Beadon rd, Hammersmith, Ladies' Tailor High Court Pet July 30 Ord Sept 25
HAYLOCK-ALLAN, ALLAN, Portadown rd, Malda Va High Court Pet June 29 Ord Sept 25
HOPCROFT, REGINALD THOMAS, Nevern pl, Kensington, General Agent High Court Pet Aug 25 Ord Sept 25
SEAMAN, GEORGE FREDERICK, New Hunsanton, Norfolk, Hotel Proprietor King's Lynn Pet Sept 25 Ord Sept 25
TROOD, HENRY, Tons bridge, Taunton, General Merchant Taunton Pet Sept 24 Ord Sept 24
WHITTINGTON, WALTER ALBERT, Newbury, Fruitster Newbury Pet Aug 13 Ord Sept 23
WINWOOD, THOMAS RALPH OKEDEN, Alberta, Canada High Court Pet June 25 Ord Sept 24
WRAITH, WILLIAM HENRY, Maidstone, Accountant Maidstone Pet Sept 25 Ord Sept 25

FIRST MEETINGS.

CUZNER, HUBERT FRANK, Beckington, Somerset, Florist Oct 7 at 11.30 Off Rec, 26, Baldwin st, Bristol
GREENWELL, RALPH ROBINSON, Philpot in, Professional Vocalist Oct 7 at 11 Bankruptcy bldgs, Carey st
HACKWORTH, CHARLES JOHN, Plymouth, Dockyardman Oct 8 at 3.15 7, Buckland ter, Plymouth
HARRISON, EDWARD, Beadon rd, Hammersmith, Ladies' Tailor Oct 7 at 12 Bankruptcy bldgs, Carey st
HOPCROFT, REGINALD THOMAS, Nevern pl, Kensington, General Agent Oct 7 at 11 Bankruptcy bldgs, Carey st
JENKINSON, JOHN NEVISON, Kingston upon Hull, Provision Dealer Oct 9 at 11.30 Off Rec, York City Bank chmbrs, Lowgate, Hull
MEDLOCK, ALFRED HENRY, Colne, Lancs, Plumber Oct 8 at 11.30 Off Rec, Byrom st, Manchester
OLDHAM, JOHN, Burton on Trent, Butcher Oct 6 at 12.30 Off Rec, 12, St Peter's churchyard, Derby
SHUTT, WILFRED EMMOTT, and CHARLES WILLIAM SHUTT, Preston, Cotton Merchants Oct 8 at 12 Off Rec, Byrom st, Manchester
WILLIAMS, PHILIP, Rushton, Denbigh, General Draper Oct 8 at 12 Crypt chambers, Chester
WINWOOD, THOMAS RALPH OKEDEN, Alberta, Canada Oct 7 at 11 Bankruptcy bldgs, Carey st
WRAITH, WILLIAM HENRY, Maidstone, Accountant Oct 7 at 11 Off Rec, 9, Kirg st, Maidstone

ADJUDICATIONS.

BURGESS, CHARLES HENRY, Pipers Ash, nr Chester, Journeyman Machinist Chester Pet Sept 24 Ord Sept 24
CANNINGS, ALBERT JOHN, Morriston, Swansea, Milliner Swansea Pet Sept 24 Ord Sept 24
CLARE, THOMAS, Liverpool, Wholesale Tobacco Dealer Liverpool Pet July 8 Ord Sept 26
GREENWOOD, JOHN, Copthall av High Court Pet Dec 16 Ord Sept 25
JACOBS, LOUIS DAVID, Longley rd, Tooting Wandsworth Pet Aug 25 Ord Sept 25
LLOYD, HENRY JOHN, Daveygate, Yorks, Sports Outfitter York Pet Aug 31 Ord Sept 25
MAINDER, LIOREL HENRY, Trafalgar House, Regent st, Financial Pet Mar 10 Ord Sept 23
SEAMAN, GEORGE FREDERICK, New Hunsanton, Norfolk, Hotel Proprietor Pet Sept 25 Ord Sept 25
STETTER, CHARLES EDWARD, Red Lion sq High Court Pet July 31 Ord Sept 24
TROOD, HENRY, Tons Bridge, Taunton, General Merchant Taunton Pet Sept 24 Ord Sept 24
VICKERS, JAMES WABBY, Wardour st High Court Pet July 30 Ord Sept 24
WRAITH, WILLIAM HENRY, Maidstone, Accountant Maidstone Pet Sept 25 Ord Sept 25

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